

1 Prepared By:
2 Michael Jones, CA Bar No. 271574
3 M. Jones & Associates, PC
4 505 North Tustin Ave, Suite 105
5 Santa Ana, CA 92705
6 Telephone: (714) 795-2346
7 Facsimile: (888) 341-5213
8 Email: mike@MJonesOC.com

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 SOUTHERN DIVISION

12
13
14 ANTHONY RAMIREZ AND
15 ANGELIQUE GALLARDO,

16 Plaintiffs,

17
18 v.

19 SPEEDY CASH,

20 Defendant

Case No.

COMPLAINT

DEMAND FOR JURY TRIAL

COUNT 1: Violations of Telephone
Consumer Protection Act

COUNT 2: Rosenthal Fair Debt
Collection Practices Act, Cal. Civ.
Code 1788 et seq.

INTRODUCTION

1
2 1. This is an action for damages brought by Anthony Ramirez and
3 Angelique Gallardo (hereinafter "Plaintiffs"), individual consumers, for
4 violations by Speedy Cash (hereinafter "Defendant") of the Telephone
5 Consumer Protection Act., 47 U.S.C. §227, *et seq.* (hereinafter "TCPA").
6
7 Ancillary to the TCPA Claims, Plaintiffs further allege claims for
8 Defendant's violations of the Rosenthal Fair Debt Collection Practices Act,
9 Cal Civ Code §1788, *et seq.* (hereinafter "RFDCPA") which prohibit debt
10 collectors from engaging in abusive, deceptive, and unfair practices.
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14 2. In Calif. Civil Code § 1788.1 (a)-(b), the California Legislature
15 made the following findings and purpose in creating the Rosenthal Act:
16

17 (1) The banking and credit system and grantors of credit to
18 consumers are dependent upon the collection of just and owing
19 debts. Unfair or deceptive collection practices undermine the
20 public confidence which is essential to the continued
21 functioning of the banking and credit system and sound
22 extensions of credit to consumers.
23

24 (2) There is need to ensure that debt collectors and debtors
25 exercise their responsibilities to another with fairness and
26 honesty and due regard for the rights of the other.

27 It is the purpose of this title to prohibit debt collectors from
28 engaging in unfair or deceptive acts of practices in the

1 collection of consumer debts and to require debtors to act fairly
2 in entering into and honoring such debts, as specified in this
3 title.

4
5
6 3. Plaintiffs make the allegations below on information and belief,
7 with the exception of those allegations that pertain to a plaintiff, or to
8 plaintiff's counsel, which Plaintiffs allege on personal knowledge.
9

10 4. While many violations are described below with specificity, this
11 Complaint alleges violations of the statutes cited in their entirety.
12
13

14 **JURISDICTION & VENUE**

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16 5. Jurisdiction of this Court arises under 28 U.S.C. § 1331, 15
17 U.S.C. § 1692k(d), 47 U.S.C. § 227, and pursuant to 28 U.S.C. § 1367 for
18 pendent state law claims, which are predicated upon the same facts and
19 circumstances that give rise to the federal causes of action. Injunctive
20 relief is available pursuant to the TCPA.
21

22
23 6. This action arises out of Defendant's repeated violations of the
24 Rosenthal Fair Debt Collection Practices Act, CAL CIV CODE § 1788 et.
25 seq., ("RFDCPA"), and the Telephone Consumer Protection Act, 47 U.S.C.
26 §227 ("TCPA"), in their illegal efforts to collect a consumer debt.
27
28

1 7. Venue is proper in this District because the Defendant may be
2 found in this District, and some of the acts and transactions occurred in
3 this District.
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5
6 **PARTIES & DEFINITIONS**
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8 8. Plaintiff Anthony Ramirez (hereinafter "Plaintiff Ramirez"), is a
9 natural person residing in Orange County in the state of California.
10

11 9. Plaintiff Angelique Gallardo (hereinafter "Plaintiff Gallardo"), is
12 a natural person residing in Orange County in the state of California.
13

14 10. Plaintiff Ramirez and Plaintiff Gallardo are married to one
15 another, and have been so married for all times relevant to this complaint.
16

17 11. Plaintiffs, each being a natural person allegedly obligated to
18 pay a consumer debt to Defendant, alleged to have been due and owing,
19 are therefore both a "consumer" as that term is defined by 15 U.S.C. §
20 1692a(3) of the FDCPA, and are also therefore a "debtor" as that term is
21 defined by California Civil Code § 1788.2(h) of the Rosenthal Act.
22

23 12. At all relevant times herein, Defendant, Speedy Cash, was a
24 company engaged, by use of the mails and telephone, in the business of
25 collecting a debt from Plaintiffs which qualifies as a "debt," as defined by
26
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28

1 15 U.S.C. §1692a(5), and a “consumer debt,” as defined by Cal Civ Code
2 § 1788.2(f).

3
4 13. Defendant is a national “payday lender” company that
5 continuously and systematically engages in its business of collecting debts
6 in the state of California, and using telephone numbers within California.
7
8 Defendant is a “debt collector” as that term is defined by Cal. Civ. Code §
9 1788.2(c).

10
11 14. Defendant maintains a registered agent, National Registered
12 Agents, Inc., and may be served through their registered agent at 818
13 West Seventh Street, Suite 930, Los Angeles, CA 90017.

14
15 15. Upon information and belief, Defendant was attempting to
16 collect on a debt that originated from monetary credit that was extended
17 primarily for personal, family, or household purposes, and was therefore a
18 “consumer credit transaction” within the meaning of Calif. Civil Code §
19 1788.2(e) of the Rosenthal Act, as well as a “debt” as that term is defined
20 by 15 U.S.C. § 1692a(5).
21

22
23 16. Because Plaintiffs are natural people allegedly obligated to pay
24 money to Defendant arising from what Plaintiffs are informed and believes
25 was a consumer credit transaction, the money allegedly owed was a
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1 “consumer debt” within the meaning of California Civil Code § 1788.2(f) of
2 the Rosenthal Act.

3
4 17. Plaintiffs are informed and believe that Defendant is one who
5 regularly collects or attempts to collect debts on behalf of themselves or
6 others, and is therefore a “debt collector” within the meaning of Calif. Civil
7 Code § 1788.2(c) of the Rosenthal Act, and thereby engages in “debt
8 collection” within the meaning of California Civil Code § 1788.2(b) of the
9 Rosenthal Act, and is also therefore a “person” within the meaning of
10 California Civil Code § 1788.2(g) of the Rosenthal Act.

11
12 18. Defendant uses an “automatic telephone dialing system” as
13 defined by the TCPA, 47 U.S.C. §227.
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17 **FACTUAL ALLEGATIONS**

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19 19. At various and multiple times prior to the filing of this complaint,
20 including within the one year preceding the filing of this complaint,
21 Defendant contacted Plaintiffs in an attempt to collect an alleged
22 outstanding debt.
23
24

25 20. On August 4, 2015, Plaintiffs sent a written notice advising
26 Defendant that they disputed the alleged debt owed, that they revoked any
27 consent to contact by Defendant, that they were to never be called again
28

1 by Defendant or anyone affiliated with Defendant any way. A copy of this
2 written notice is attached hereto as Exhibit A.

3
4 21. On or about August 24, 2015, at 4:14 PM, Defendant called
5 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

6
7 22. On or about August 24, 2015, at 6:35 PM, Defendant called
8 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

9
10 23. On or about August 25, 2015, at 10:39 AM, Defendant called
11 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

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13 24. On or about August 27, 2015, at 10:39 AM, Defendant called
14 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

15
16 25. On or about August 27, 2015, at 6:34 PM, Defendant called
17 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

18
19 26. On or about August 28, 2015, at 2:20 PM, Defendant called
20 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

21
22 27. On or about August 29, 2015, at 11:48 AM, Defendant called
23 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

24
25 28. On or about August 31, 2015, at 1:19 PM, Defendant called
26 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

27
28 29. On or about August 31, 2015, at 7:41 PM, Defendant called
Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

1 30. On or about September 1, 2015, at 6:57 PM, Defendant called
2 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

3 31. On or about September 2, 2015, at 4:24 PM, Defendant called
4 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.

5 32. On or about September 2, 2015, at 12:39 PM, Defendant
6 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
7

8 33. On or about September 3, 2015, at 7:09 PM, Defendant called
9 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
10

11 34. On or about September 4, 2015, at 3:29 PM, Defendant called
12 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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14 35. On or about September 9, 2015, at 8:59 AM, Defendant called
15 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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17 36. On or about September 9, 2015, at 9:16 AM, Defendant called
18 Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
19

20 37. On or about September 10, 2015, at 2:17 PM, Defendant
21 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
22

23 38. On or about September 10, 2015, at 7:23 PM, Defendant
24 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
25 During this call Defendant requested to speak to Plaintiff Gallardo. Plaintiff
26 Ramirez advised Defendant that Plaintiff Gallardo was not available.
27
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1 Plaintiff Ramirez further told Defendant that they should not be calling
2 them at all because they had sent them a letter about not contacting them
3 about the debt. In response to Plaintiff Ramirez' statement that they should
4 not be calling them at all, Defendant stated that would call back at another
5 time to see if she would be available then.
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8 39. On or about September 15, 2015, at 6:00 PM, Defendant
9 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
10 During this call Defendant requested to speak to Plaintiff Gallardo. Plaintiff
11 Ramirez advised Defendant that Plaintiff Gallardo was not available.
12 Plaintiff Ramirez further told Defendant that they should not be calling
13 them at all because they had sent them a letter about not contacting them
14 about the debt. In response to Plaintiff Ramirez' statement that they should
15 not be calling them at all, Defendant stated that would call back at another
16 time to see if she would be available then.
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20 40. On or about September 16, 2015, at 11:58 AM, Defendant
21 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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23 41. On or about September 17, 2015, at 12:32 PM, Defendant
24 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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26 42. On or about September 18, 2015, at 1:55 PM, Defendant
27 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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1 During this call Defendant requested to speak to Plaintiff Gallardo. Plaintiff
2 Ramirez advised Defendant that Plaintiff Gallardo was not available.
3 Plaintiff Ramirez further told Defendant that they should not be calling
4 them at all because they had sent them a letter about not contacting them
5 about the debt. In response to Plaintiff Ramirez' statement that they should
6 not be calling them at all, Defendant stated that would call back at another
7 time to see if she would be available then.
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11 43. On or about September 22, 2015, at 1:31 PM, Defendant
12 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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14 44. On or about September 24, 2015, at 7:54 PM, Defendant
15 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
16 During this call Defendant requested to speak to "Tony". Plaintiff Ramirez
17 advised Defendant to not call him again.
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19 45. On or about September 25, 2015, at 8:24 AM, Defendant
20 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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22 46. On or about September 28, 2015, at 6:37 PM, Defendant
23 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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25 47. On or about September 29, 2015, at 8:45 PM, Defendant
26 called Plaintiff Ramirez on his cell phone regarding the alleged debt owed.
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1 48. Defendant called Plaintiffs concerning the alleged debt with
2 such frequency and regularity that it constitutes harassment under the
3 circumstances.
4

5 49. On information and belief, Defendant used an “automatic
6 telephone dialing system”, as defined by 47 U.S.C. § 227(a)(1), to place its
7 repeated collection calls to Plaintiffs seeking to collect the debt allegedly
8 owed.
9

10 50. Defendant’s calls constituted calls that were not for emergency
11 purposes as defined by 47 U.S.C § 227(b)(1)(A).
12

13 51. Defendant’s calls were placed to telephone number assigned
14 to a cellular telephone service for which Plaintiffs incurred a charge for
15 incoming calls pursuant to 47 U.S.C. §227(b)(1).
16

17 52. All or some of the calls made by Defendant to Plaintiffs utilized
18 an “automatic telephone dialing system” as defined by 47 U.S.C. §
19 227(b)(1)(A).
20

21 53. At the time of Defendant’s offending call(s), Plaintiffs had
22 directly revoked any and all consent to be contacted by Defendant,
23 including, but not limited to, calls using an automated telephone dialing
24 system and calls made to their cellular telephone numbers.
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1 54. Defendant's conduct violated the FDCPA and the RFDCPA in
2 multiple ways, including but not limited to:

3 a. FDCPA § 1692c(c)(1), as incorporated by the California
4 Rosenthal Act via Calif. Civ. Code 1788.17- If a consumer
5 notifies a debt collector in writing that the consumer refuses to
6 pay a debt or that the consumer wishes the debt collector to
7 cease further communication with the consumer, the debt
8 collector shall not communicate further with the consumer with
9 respect to such debt, except to advise the consumer that the
10 debt collector's further efforts are being terminated;

11 b. FDCPA § 1692c(c)(2), as incorporated by the California
12 Rosenthal Act via Calif. Civ. Code 1788.17- If a consumer
13 notifies a debt collector in writing that the consumer refuses to
14 pay a debt or that the consumer wishes the debt collector to
15 cease further communication with the consumer, the debt
16 collector shall not communicate further with the consumer with
17 respect to such debt, except to notify the consumer that the
18 debt collector or creditor may invoke specified remedies which
19 are ordinarily invoked by such debt collector or creditor; or
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1 c. FDCPA § 1692c(c)(3), as incorporated by the California
2 Rosenthal Act via Calif. Civ. Code 1788.17- If a consumer
3 notifies a debt collector in writing that the consumer refuses to
4 pay a debt or that the consumer wishes the debt collector to
5 cease further communication with the consumer, the debt
6 collector shall not communicate further with the consumer with
7 respect to such debt, except where applicable, to notify the
8 consumer that the debt collector or creditor intends to invoke a
9 specified remedy.
10

11 d. FDCPA § 1692d(5), as incorporated by the California
12 Rosenthal Act via Calif. Civ. Code 1788.17- A debt collector
13 may not engage in any conduct the natural consequence of
14 which is to harass, oppress, or abuse any person in connection
15 with the collection of a debt. Without limiting the general
16 application of the foregoing, the following conduct is a violation
17 of this section: Causing a telephone to ring or engaging any
18 person in telephone conversation repeatedly or continuously
19 with intent to annoy, abuse, or harass any person at the called
20 number.
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1 e. FDCPA § 1692d(6), as incorporated by the California
2 Rosenthal Act via Calif. Civ. Code 1788.17- A debt collector
3 may not engage in any conduct the natural consequence of
4 which is to harass, oppress, or abuse any person in connection
5 with the collection of a debt. Without limiting the general
6 application of the foregoing, the following conduct is a violation
7 of this section: Except as provided in section 1692b of this title,
8 the placement of telephone calls without meaningful disclosure
9 of the caller's identity.
10

11 f. FDCPA § 1692e(8), as incorporated by the California
12 Rosenthal Act via Calif. Civ. Code 1788.17- A debt collector
13 may not use any false, deceptive, or misleading representation
14 or means in connection with the collection of any debt. Without
15 limiting the general application of the foregoing, the following
16 conduct is a violation of this section: Communicating or
17 threatening to communicate to any person credit information
18 which is known or which should be known to be false, including
19 the failure to communicate that a disputed debt is disputed.
20

21 g. Causing a telephone to ring repeatedly or continuously to
22 annoy Plaintiff (Cal Civ Code §1788.11(d));
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1 h. Communicating, by telephone or in person, with Plaintiff with
2 such frequency as to be unreasonable and to constitute a
3 harassment to Plaintiff under the circumstances (Cal Civ Code
4 §1788.11(e)).
5

6 55. Defendant's conduct violated the TCPA by using any automatic
7 telephone dialing system to call any telephone number assigned to a
8 paging service, cellular telephone service, specialized mobile radio
9 service, or other radio common carrier service, or any service for which the
10 called party is charged for the call (47 USC §227(b)(A)(iii)).
11

12 56. As a result of the above violations of the FDCPA, RFDCPA,
13 and TCPA, Plaintiff suffered and continues to suffer injury to Plaintiffs
14 feelings, personal humiliation, embarrassment, mental anguish and
15 emotional distress. Plaintiff attempted to seek counseling and therapy for
16 the emotional distress and mental anguish described above but was not
17 able to.
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19 57. Defendant is liable to Plaintiff for Plaintiffs actual damages,
20 statutory damages, and costs and attorney's fees.
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CAUSES OF ACTION

COUNT I:

VIOLATION OF TELEPHONE CONSUMER PROTECTION ACT

58. Plaintiffs incorporate by reference all of the preceding paragraphs.

59. The foregoing acts and omissions of Defendant constitute numerous and multiple negligent violations of the TCPA, including but not limited to each and every one of the above cited provisions of 47 U.S.C. § 227 et seq.

60. As a result of Defendant's negligent violations of 47 U.S.C. § 227 et seq.. Plaintiffs are entitled an award of \$500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C § 227(b)(3)(B).

61. The foregoing acts and omissions of Defendant constitute numerous and multiple knowing and/or willful violations of the TCPA, including but not limited to each and every one of the above cited provisions of 47 U.S.C. §227 et seq.

62. As a result of Defendant's knowing and/or willful violations of 47 U.S.C. § 227 et seq.. Plaintiffs are entitled an award of \$1,500.00

1 in statutory damages, for each and every violation, pursuant to 47
2 U.S.C. § 227(b)(3)(B) and 47 U.S.C § 227(b)(3)(C).

3
4 63. Plaintiffs are entitled to and seek injunctive relief prohibiting
5 such conduct in the future.

6
7 64. Because of the Defendant's violations of the TCPA, Plaintiffs
8 are entitled to an award against Defendant as follows:

9 a. As a result of Defendant's negligent violations of 47 U.S.C.

10 §227(b)(1), Plaintiffs are entitled to recover from Defendant
11 \$500 in statutory damages, for each and every violation,
12 pursuant to 47 U.S.C, 227(b)(3)(B);

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14
15 b. As a result of Defendant's willful and/or knowing violations of
16 47 U.S.C. §227(b)(1). Plaintiffs are entitled to recover from
17 Defendant treble damages, as provided by statute, up to
18 \$1,500, for each and every violation, pursuant to 47 U.S.C.
19 §227(b)(3)(B) and 47 U.S.C. §227(b)(3)(C).
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COUNT II:
VIOLATION OF ROSENTHAL FAIR DEBT COLLECTION PRACTICES
ACT

65. Plaintiffs reincorporate by reference all of the preceding paragraphs.

66. To the extent that the Defendant's actions, counted above, violated the FDCPA, they are necessarily violations of the California Rosenthal Act via Calif. Civ. Code 1788.17.

67. Defendant's conduct as described herein violated the RFDCPA § 1788.17 which mandates that every debt collection collecting or attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to 1692j, and shall be subject to the remedies in Section 1692k of Title 15 of the United States Code statutory regulations contained within the FDCPA, 15 U.S.C. § 1692d and § 1692d(5).

68. As a result of the Defendant's illegal conduct, Plaintiffs have suffered emotional distress and mental anguish.

1 69. Defendant is liable to Plaintiffs for actual damages, statutory
2 damages, punitive damages (if the evidence at trial so warrants),
3 actual costs, and attorneys' fees, under the RFDCPA.
4

5
6 **PRAYER FOR RELIEF**
7

8 WHEREFORE, Plaintiffs respectfully pray that judgment be entered
9 against the Defendant as follows:
10

11
12 **COUNT 1:**

13 **Telephone Consumer Protection Act**

- 14 a) For an award of Plaintiffs' actual damages in an amount
15 according to proof;
16
17 b) For an award of statutory damages of \$500.00 for each and
18 every negligent violation of the TCPA provisions of 47
19 U.S.C. §227(b)(1);
20
21 c) For an award of statutory damages of \$1,500.00 for each
22 and every willful or intentional violation of the TCPA
23 provisions of 47 U.S.C. §227(b)(1);
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25 d) and such further relief as the Court deems just and proper.
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COUNT 2:

Rosenthal Fair Debt Collection Practices Act

- a) For an award in favor of Plaintiffs and against Defendant pursuant to the RFDCPA for Plaintiffs' actual damages in an amount according to proof;
- b) For an award of statutory damages for willful and negligent violations of the RFDCPA in an amount not less than \$1,000.00;
- c) For an award of Plaintiffs' costs incurred in this litigation pursuant to the RFDCPA;
- d) For an award of Plaintiffs' reasonable attorney's fees pursuant to the RFDCPA;
- e) And such further relief as the Court deems just and proper.

Dated this 17 February 2016.

M Jones and Associates, PC
Attorneys for Plaintiff



Michael Jones

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JURY DEMAND

Pursuant to the Seventh Amendment to the Constitution of the United States of America, and Fed.R.Civ.P. 38, Plaintiffs are entitled to, and demands, a trial by jury.

Dated this 17 February 2016.

M Jones and Associates, PC
Attorneys for Plaintiff



Michael Jones

1 exhibit that may be attached hereto, except that some of the attached
2 exhibits may contain some of my own handwritten notations.

3
4 I declare under penalty of perjury that the foregoing is true and correct.

5 Executed on February 17 2016
6 Month Day Year

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10 Signature

1 exhibit that may be attached hereto, except that some of the attached
2 exhibits may contain some of my own handwritten notations.

3
4 I declare under penalty of perjury that the foregoing is true and correct.

5
6 Executed on February 17 2016
7 Month Day Year

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10 Signature 